

EXHIBIT C

Magyar, Bogle & O'Hara LLP

March 26, 2016

VIA EMAIL ONLY

Arthur W. Leach
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Re: Infringement of Patents Exclusively Licensed by ThermoLife

Counsel:

As you know, my firm, Magyar, Bogle & O'Hara LLP, represents ThermoLife International, LLC ("ThermoLife"). I am sending this letter and its attachments directly to you in your capacity as counsel for Mr. Jared Wheat's related and affiliated entities and brands – Hi-Tech, APS, Innovative Labs, and iForce.

As you may know, ThermoLife owns fourteen issued U.S. patents and many more applications pertaining to amino acid nitrate compounds, combinations, and uses, particularly with respect to the sports nutrition industry. Your firms have been (and are) involved in litigations involving these patents.

Recently, ThermoLife has expanded its intellectual property coverage and exclusively licensed a group of patents (and applications) relating to nitrate technology which do not involve amino acids, further broadening its intellectual property portfolio regarding the use of nitrates in the sports nutrition arena even without amino acid compounds and combinations. The patents are owned by Heartbeet Ltd. and were exclusively licensed by ThermoLife in various territories as of December 31, 2015.

ThermoLife has recently learned that Mr. Wheat's companies and brands are infringing U.S. Patent No. 9,180,140, a patent exclusively licensed by ThermoLife, by the marketing and selling of several products. Attached are initial infringement analyses ThermoLife has prepared with respect to the key independent claims of the patent only. ThermoLife's initial review is presented in the attached analyses covering the following products:

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- Hi-Tech Jack'd Up
- Hi-Tech Phosphagen
- APS Creatine Nitrate
- APS Mesomorph
- Innovative Wicked
- iForce Maxout
- iForce Potassium Nitrate
- iForce Hemavo2 Max

ThermoLife demands that your client immediately cease such infringing activity, desist from such infringing activity in the future, and comply with ThermoLife's other requirements set forth in this letter. As you know, ThermoLife takes its intellectual property very seriously, and it will take any and all necessary steps to prevent infringement of any of them by your client as well as his retailers and distributors. That said, it is ThermoLife's preference to resolve this matter amicably, if possible.

By close of business April 8, 2016, please provide to ThermoLife (care of the undersigned) a written statement detailing the entirety of your client's commercial endeavors with these products, including the quantities (i) he or his companies made or purchased, (ii) he or his companies imported into the United States, (iii) he or his companies offered to sell or sold in the United States, and (iv) remaining in inventory. This will assist ThermoLife in negotiating an appropriate license to the patent. Failing an adequate and timely response, ThermoLife will demand that you provide:

- 1) written confirmation that Mr. Wheat and his companies have (a) stopped offering for sale, selling, distributing, and/or marketing the formula at issue, and (b) ceased all unlicensed infringement of U.S. Patent No. 9,180,140;
- 2) written confirmation that Mr. Wheat and his companies have removed references to the products at issue from any and all websites, electronic media, and print media under their control (and, to that end, have ensured removal of same from the websites, electronic media, and print media of any distributors, retailers, etc.); and
- 3) written confirmation that Mr. Wheat and his companies will hold all remaining disputed/infringing inventory pending resolution of this matter and preserve all documents and information (electronic or hardcopy) relating to their development of the products at issue, ThermoLife, or patents owned or exclusively licensed by ThermoLife.

Once we have received that information, ThermoLife would welcome the opportunity to discuss an amicable resolution of this matter. Thus, after providing ThermoLife this information, please contact me so that we may begin those discussions. However, if we

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do not receive the foregoing within the specified time, ThermoLife will not hesitate to vigorously enforce its intellectual property rights.

I presume sending this letter and the attached analyses to you will suffice as notice of the patent and the alleged infringement to Mr. Wheat, Hi-Tech, APS, Innovative Labs, and iForce, but please advise otherwise and I'll send directly to them if you prefer. Please do not hesitate to contact me if you have any questions or would like to discuss this matter further.

This letter is written without limitation and without prejudice to any of ThermoLife's other rights or claims under applicable federal or state law, all of which are hereby expressly reserved.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kalman Magyar', with a stylized, cursive script.

MAGYAR, BOGLE & O'HARA LLP

By: Kalman Magyar

Enclosures